

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document has been entered electronically in the record of the United States Bankruptcy Court for the Northern District of Ohio.

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CLERK U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
TOLEDO



Mary Ann Whipple
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In Re)	Case No. 05-75273
)	
Brad William Oehlhof)	Chapter 13
)	
Debtor.)	JUDGE MARY ANN WHIPPLE

ORDER RE OBJECTION TO CLAIM

Debtor Brad William Oehlhof's ("Debtor") objects to a proof of claim filed by HSBC Auto Finance ("HSBC"). The claim in issue asserts that HSBC has an unsecured claim of \$12,427.61 as the deficiency arising after repossession and sale of Debtor's motor vehicle.

The district court has jurisdiction over this Chapter 7 case pursuant to 28 U.S.C. § 1334(a) as a case under Title 11. It has been referred to this court by the district court under its general order of reference. 28 U.S.C. § 157(a); General Order 84-1 of the United States District Court for the Northern District of Ohio. Proceedings involving allowance or disallowance of claims are core proceedings that the court may hear and decide. 28 U.S.C. § 157(b)(1) and (b)(2)(B).

Debtor filed this Chapter 13 case on October 14, 2005, just prior to the October 17, 2005, effective date of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 ("the Act" or "BAPCPA"). As the Act does not apply to the case, all references to the Bankruptcy Code in this decision are to the pre-BAPCPA provisions of the statute unless otherwise specified.

The procedural history relevant to the objection now before the court is extensive.

Debtor listed HSBC on his Schedule D-Creditors Holding Secured Claims. He scheduled the debt at \$21,971.97 secured by a 2003 Dodge Dakota truck that he valued at \$6,120.00. [Doc. #1, Schedule D]. In his proposed Chapter 13 plan, also filed on October 14, 2005, Debtor specified the following treatment of the HSBC claim: “**HSBC AutoFinance** is secured by a lien on vehicle title of a 2003 Dodge Dakota Truck and will be surrendered in full satisfaction within fourteen (14) days of confirmation of said plan.” [Doc. # 2, ¶ 3(emphasis in original)]. The proposed plan provided that “[a]fter payment of all priority and secured claims, the Trustee shall pay 70% of all unsecured claims duly proved and allowed.” Pursuant to a stipulation between Debtor and the Chapter 13 Trustee subsequently entered by the court, the proposed distribution to unsecured creditors was increased to a percentage of 100% of their claims. [Doc. #18].

Notice of the commencement of the case and of various case deadlines was given by the Clerk on October 26, 2005. The deadline for objecting to confirmation of the proposed plan was January 6, 2006, and the claims bar date, other than for governmental units, was April 6, 2006. [Doc. ## 6,8].

HSBC filed a timely objection to confirmation of Debtor’s proposed plan. [Doc. #16]. HSBC attached a copy of the underlying Retail Installment Sales Contract and the Ohio Certificate of Title showing it as the first lienholder in Debtor’s 2003 Dodge Dakota truck. The basis for the objection was that HSBC should be entitled to file an unsecured deficiency claim for any balance remaining after liquidation of the truck, and that Debtor was prohibited from forcing a surrender in full satisfaction of the debt. On January 13, 2006, HSBC also timely filed a proof of claim, asserting a total debt of \$22,088.61 as completely unsecured, again attaching the underlying Retail Installment Sales Contract and the Ohio Certificate of Title showing it as the first lienholder in Debtor’s 2003 Dodge Dakota truck (“HSBC Claim One”). On February 21, 2006, HSBC filed an affidavit executed by an employee of the company acting as servicing agent for HSBC, swearing that Debtor voluntarily surrendered his truck on December 31, 2006, after earlier that month calling the company and indicating his intent to do so. [Doc. # 23]. The date of surrender appears to be a mistake, as the court assumes from the date of filing of the affidavit that the correct date would be December 31, 2005. As of the February 20, 2006, date of the Affidavit, the affiant swore that the collateral had not been sold. [*Id.*, ¶ 7].

After a further hearing on confirmation held on February 21, 2006, the court sustained

HSBC's objection, holding that Debtor was not entitled to surrender the truck in full satisfaction of the debt over HSBC's objection. [Doc. #25]. Debtor was afforded an opportunity to file an amended plan, and did so on March 8, 2006. [Doc. ## 27, 28]. As the court had refused to permit surrender of the truck in full satisfaction of the HSBC debt, in his Amended Chapter 13 Plan Debtor changed the proposed treatment of HSBC's claim to pay the secured claim through the plan, with the balance exceeding the value of the vehicle to be treated as unsecured. Specifically, the Amended Chapter 13 Plan stated that "HSBC Auto Finance is secured by a lien on vehicle title of a 2003 Dodge Dakota Truck and will be paid it's [sic] allowable secured claim at 8% per annum if requested by the creditor based on the fair market value of the vehicle with the balance of said claim treated as unsecured below." [Id., ¶ 3]. No amount for the fair market value of the truck was stated in the proposed amended plan. Although not explicitly stated, the obvious implication is that Debtor had decided not to surrender the truck in light of the court's ruling and would retain it. Under the proposed Amended Chapter 13 Plan, Debtor proposed to pay unsecured creditors a dividend of 10% of their allowed claims. [Id., ¶ 3c]. HSBC did not file another objection to the Amended Chapter 13 Plan. However, an oral objection to confirmation was asserted by counsel at the confirmation hearing held on April 4, 2006. The Amended Plan was confirmed by written order entered on April 7, 2006. [Doc. #30]. The Confirmation Order stated both that the oral objection and the previously filed written objection of HSBC were overruled insofar as the amended plan. [Id.].

On April 7, 2006, HSBC filed a proof of claim asserting that it was owed \$22,088.61 as a fully secured claim at the 16.10% contractual rate of interest. ("Claim Two"). The same documents that were attached to Claim One were attached to Claim Two. The box on the proof of claim form was checked indicating that the document was amending the previously filed claim. Claim Two was filed one day after the April 6, 2006, claims bar date.

On May 15, 2006, Debtor filed an objection to Claim Two. [Doc. # 32]. The objection asserted that despite confirmation of the amended plan providing for payment of the HSBC secured claim through the plan at 8%, provision of proof of insurance on the truck on March 10, 2006, with HSBC as the loss payee and Debtor's counsel's written request for return of the truck within 48 hours of provision of proof of insurance, HSBC did not return the truck to Debtor or make it available to him. Debtor sought disallowance of Claim Two due to HSBC's noncompliance with the terms of the confirmed Amended Chapter 13 Plan and because the claim was a new claim that

was filed late. The objection asked that “the Amended Claim filed April 7, 2006 of HSBC Auto Fin be disallowed; and for such other relief as is just.” The objection was served directly by mail on HSBC at two addresses, including the San Diego, CA address that appeared in the box on Claim Two directing where notices should be sent, and by e-mail on the attorney for HSBC who entered an appearance [Doc. # 13] and signed the claim form.

On May 23, 2006, the Clerk mailed notice of Debtor’s objection to Claim Two. [Doc. ##33, 34]. The notice specified that a written response to Debtor’s objection was required by June 20, 2006, and that a hearing on the objection would be held on June 27, 2006, if a response was filed. [*Id.*]. The notice was mailed directly to HSBC at two addresses, including the San Diego, CA address that appeared in the box on Claim Two directing where notices should be sent, and by e-mail generated through the court’s Electronic Case Filing system to the attorney for HSBC who entered an appearance [Doc. # 13] and signed the claim form. HSBC did not file a response to the claim objection. On June 28, 2006, the court entered an order on default disallowing Claim Two “in the amount requested.” Notice of entry of the order disallowing Claim Two was given by the Clerk in the same manner as notice of the objection was given.

On January 30, 2007, allegedly having not yet sold Debtor’s truck, which had been in its possession at that point for more than a year, HSBC finally filed a motion for relief from stay and abandonment. [Doc. # 43]. The value of the collateral was asserted as \$10,725.00. The debt by then was alleged to be \$24,672.79, with interest alleged to be accumulating at the rate of \$8.88316 per diem. HSNC asserted three legal theories for relief from stay: (1) arrears in the aggregate amount of \$7,043.70 on the note; (2) no equity in the collateral and not necessary for an effective reorganization; and (3) “Movant is being paid in the Chapter 13 plan as an unsecured creditor only.” Debtor filed a response to the motion for relief from stay on February 6, 2007. [Doc. # 46]. Debtor challenged the factual averments in the motion, contesting whether the vehicle had not actually been disposed of without HSBC actually obtaining relief from stay, as it otherwise had been in HSBC’s possession since December 2005, and the statement that HSBC’s claim was being paid as unsecured on the basis of the filing and subsequent disallowance of Claim Two. The hearing on the motion for relief from stay and response was set for February 22, 2007.

Debtor also filed on February 6, 2007, a Motion Requiring Creditor to Return Funds Erroneously Paid by the Chapter 13 Trustee. [Doc. # 47]. The Chapter 13 Trustee paid HSBC a

total of \$2,156.07, with the first payment occurring on September 29, 2006. [See Doc. # 48]. Debtor's motion sought return of all funds paid to HSBC by the Chapter 13 Trustee and an order requiring payments to HSBC to stop. That motion was served by e-mail on the attorney who filed the motion for relief from stay on behalf of HSBC and the attorney who signed the claim forms, as well as mailed directly to HSBC at the address for notices in the proof of claim forms. The motion also properly contained the language required by Local Bankruptcy Rule 9013-1, directing that a response or objection to the motion be filed within 10 days of service absent which the court may grant the relief requested without further notice or opportunity for hearing. HSBC did not file any response to Debtor's motion, and the court granted it by order entered on default on February 21, 2007. [Doc. #49]. The order directed the Chapter 13 Trustee to cease immediately all future payments to HSBC and directed HSBC to return \$2,156.07 to the Chapter 13 Trustee.

The court did not hold the hearing on February 22, 2007, on HSBC's motion for relief from stay because the parties reported a settlement. [Doc. # 50]. On March 2, 2007, the court entered two agreed orders submitted by Debtor and HSBC. The first agreed order was directed to Debtor's motion for an order directing return of the funds paid to HSBC by the Chapter 13 Trustee. [Doc. # 52]. It did not acknowledge or purport to vacate the order already entered by the court on default as to the same motion. The terms of the agreed order were the same, however, as the terms of the default order. Namely, that the Chapter 13 Trustee was directed to cease further payments to HSBC and that HSBC was required to return all funds it had received in the case to the Chapter 13 Trustee. The second agreed order was the same as the first agreed order, except that its caption was Agreed Order for Relief From Stay. [Doc. # 53].

On March 26, 2007, the court entered an Amended Agreed Order for Relief From Stay and Abandonment that the parties submitted. [Doc. #56]. The amended order provided that the motion for relief from stay was granted and, as the confirmed plan provided that property would remain part of the estate and would not vest in the Debtor until discharge, that the trustee was authorized and directed to abandon HSBC's collateral from the estate.

HSBC then filed another proof of claim on June 20, 2007. ("Claim Three"). The box was checked stating that it was amending a previous claim, and that the previous claim it was amending was Claim Two, specifically identified on the claim form as the claim dated April 7, 2006. The claim was asserted as an unsecured claim in the total amount of \$12,427.61. The attachment to the

claim form indicated that the amount due was the net deficiency claim after repossession proceeds of \$9,900 and costs of sale of \$239 were deducted.

On June 27, 2007, Debtor filed the instant objection to Claim Three.¹ [Doc. # 58]. The basis for the objection is the prior orders entered in this case, including specifically the order disallowing Claim Two entered on June 28, 2006, the agreed orders and the confirmation order, as well as HSBC's conduct in allegedly refusing to turn over the vehicle and its delayed disposition. HSBC opposes the objection, arguing that its unsecured claim filed on January 13, 2006, (Claim One) was still effective and that Claim Three filed on June 20, 2007, should thus be allowed as an amendment to Claim One as and for its deficiency claim after selling Debtor's truck upon relief from stay. At the hearing, counsel stated that the actual date of sale of the vehicle was May 22, 2007, some 15 months after obtaining possession, and that the funds previously paid to HSBC by the Chapter 13 Trustee were repaid by HSBC on February 21, 2007.

The objection raises fundamental issues about the claims process, including what it means to amend a claim and what is the effect on an original claim if an amended claim is disallowed. The Bankruptcy Code and the Bankruptcy Rules do not address amendment of claims. *In re Spurling*, 391 B.R. 783, 785-86 (Bankr. E.D. Tenn. 2008). Thus courts have been left to fashion basic principles governing amendment of claims. Two of the basic principles that have emerged are relevant to this dispute. First, in order to amend a claim, there must be something to amend. When a claim has been disallowed, there is no pending proof of claim to amend. *In re White Motors Corp.*, 65 B.R. 383, 391 (N.D. Ohio 1986); *Floyd v. United States (In re Rodriguez)*, Case No. 93-43722-H5-7, Adv. Pro. No. 97-4190, 1999 Bankr. LEXIS 1018, *8 (Bankr. S.D. Tex., July 30, 1999); *In re Carraway Methodist Health Systems*, Case No. 06-03501, 2008 Bankr. LEXIS 2108, *16, 2008 WL 2937781, *5 (Bankr. N.D. Ala., July 23, 2008); *see In the Matter of Overly-Hautz*, 81 B.R. 434, 437 (Bankr. N.D. Ohio 1987)(once a creditor withdrew its claim it could not after the bar date file a claim amending the withdrawn claim). Second, there is no post-bar date right to amend a proof

¹On June 28, 2007, Debtor filed a Motion for an Order to Show Cause Why HSBC Auto Finance Should Not Be Held In Contempt. [Doc. # 59]. The basis for Debtor's motion to hold HSBC in contempt was that HSBC had not returned any of the funds it was paid by the Chapter 13 Trustee, despite the February 21, 2007, court order and the March 2, 2007, agreed order requiring it to do so. The contempt motion was set for hearing on August 7, 2007. However, Debtor withdrew the contempt motion on July 3, 2007, without comment.

of claim. Rather post-bar date amendments are generally subject to allowance at the discretion of the court based on a two-pronged test to determine, first, whether the amendment relates back to the timely filed claim or is a new, untimely claim and, second, whether it is equitable to allow the amendment. *In re Parsons*, 135 B.R. 283, 284 (Bankr. S.D. Ohio 1991); *In re Enron Creditors Recovery Corp.*, 370 B.R. 90, 94-95 (Bankr. S.D.N.Y. 2007); *In re Enron Corp.*, 419 F.3d 115, 133 (2d Cir. 2005).²

The question whether there is anything to amend is relevant in this case because Claim Three, which is signed by an attorney for HSBC [*see* Doc. # 63, p. 2], states on its face that it amends a claim “dated 04/07/2006.” That is Claim Two, which had previously been disallowed by the order granting Debtor’s objection entered on June 28, 2006. [Doc. # 36]. Claim Three cannot amend Claim Two, as presented by HSBC on the face of Claim Three, based on the principle that when a claim has been disallowed there is nothing there to amend. This is one of the arguments Debtor makes in his objection to Claim Three. Debtor’s argument is correct on this point.

The absence of a Claim Two to amend does not necessarily, however, conclude Debtor’s objection and get Debtor to the point that the court assumes he seeks to reach, namely a finding that HSBC has no allowed claim and is not entitled to any distribution on any basis under the confirmed Amended Chapter 13 Plan. Perhaps recognizing the basic principle that there must be something to

²There is no procedural protocol for post-bar date amendment of claims in the Bankruptcy Rules, in the court’s local rules or in its general orders establishing procedures. Because claim amendments are considered not to be automatically allowed and claim forms are not required to be served on debtors and trustees, the better practice is to obtain leave of court to amend a claim after the bar date. *See, e.g., In re Parsons*, 135 B.R. at 284 (“[a]n amendment to a claim is not permitted without leave of court”); *Howard Hughes Properties, L.P. v. FPF I Creditor Trust*, Case No. 3:01-CV-2528-M, 2002 U.S. Dist. LEXIS 3707, *5, 2002 WL 373558, *2-*3 (N.D. Tex., March 7, 2002). The potential expense and practical inconvenience of separately seeking leave to amend is ameliorated by district practice in Chapter 13 cases. The district’s standard form Chapter 13 relief from stay order includes a paragraph granting leave to amend a claim to assert any unsecured deficiency claim up to 60 days after the disposition of collateral. United States Bankruptcy Court for the Northern District of Ohio, General Order 99-1. HSBC did not seek leave to file Claim Two and Claim Three. The agreed order and amended agreed order on relief from stay entered in this case [Doc. ## 53, 56] did not contain the standard form order language granting leave to amend after disposition of the collateral.

amend in the first instance, perhaps not, HSBC now argues in its written response to Debtor's objection that Claim One, its original unsecured claim, remains valid, and that Claim Three should thus be allowed as an amendment to Claim One notwithstanding the statement on the face of Claim Three that it amends Claim Two. This point raises the question of what the effect of an amendment to a claim is. What vitality of record does Claim One retain after its amendment by Claim Two and the ensuing disallowance of Claim Two? Regardless whether Claim Three may properly be treated as an amendment of Claim One, the issue of the status of Claim One must be addressed. On the one hand, if Claim One subsists, even if Claim Three is not a permitted amendment to it, then Claim One must be determined, either in the context of the current dispute or through a new objection from Debtor to Claim One. The language of Debtor's first objection [Doc. # 32] and the order granting it [Doc. # 36] directly address only Claim Two, referred to as "the Amended Claim filed April 7, 2006." The parties do agree on one point: HSBC is not owed the \$22,088.61 claimed in Claim One. On the other hand, if the process of amendment of Claim One by Claim Two and the subsequent disallowance of Claim Two wiped out Claim One, leaving no viable claim to either stand on its own or to obtain leave to amend, then Debtor's present objection should be sustained and HSBC's claim would be determined at zero under 11U.S.C. § 502(b) and (b)(1).

HSBC provides no reasoning and cites no authority supporting its proposition that Claim One subsists. Perhaps it is simply intuitively obvious; the court also does not find any authority, either binding or persuasive, on point. While the court does not find the point so obvious as to be beyond debate, it agrees with HSBC's argument that Claim One subsists even after amendment by and the subsequent disallowance of Claim Two, for the following reasons.

The first is the basic principle established by the courts in the absence of direction in the Bankruptcy Code and the Bankruptcy Rules on amendment of claims that post-bar date amendments are not automatically permitted. Rather, "[a] determination as to whether to permit an amendment to a timely filed proof of claim rests within the sound discretion of the bankruptcy court." *In re Parsons*, 135 B.R. at 284; *In re Workman*, 373 B.R. 460, 464 (Bankr. D.S.C. 2007). Among other reasons, "[t]he bankruptcy court must take care that an amendment would truly amend a timely filed proof of claim rather than assert a new claim." Indeed that was one of the grounds for objection Debtor asserted and that was sustained with respect to Claim Two. Thus, where an amendment is disallowed because a bankruptcy court finds that it amounts to a new claim or because it is

inequitable, such as for example due to an untimely change in status from general unsecured to secured or to priority, it does not follow in every case that the original claim also fails due to the same defect.

The second reason is based on the official form prescribed for filing a proof of claim. Rule 9009 of the Federal Rules of Bankruptcy Procedure states that the Official Forms promulgated by the Judicial Conference of the United States shall be observed and used. Official Form 10 is the Proof of Claim form. HSBC filed its claims on Official Form 10 as in effect at the time they were filed. Form 10 was amended effective December 1, 2007. The Form 10 used by HSBC distinguished between a filing that amends a previously filed claim and a filing that replaces a previously filed claim, such as a creditor filing after a debtor or trustee had filed a claim on behalf of a creditor as authorized under 11 U.S.C. § 501(c). The “replacement” language in turn responded to Bankruptcy Rules 3004 and 3005 that provided for a creditor’s claim to supersede one filed on its behalf. Thus, the applicable Official Form and rules contemplated a distinction between amendment and replacement. To amend, as commonly understood, is “to change or alter in any way.” *Webster’s Third New International Dictionary* (1986). To replace, as commonly understood, is “to take the place of” and to supersede is “to make obsolete” or to “to make void: annul, override.” *Id.* This distinction in use of terms and concepts in the Official Form is a persuasive demonstration that an amendment changes but does not wipe out or obliterate the claim it amends. So if a document effecting an amendment is disallowed, since the original document is not treated as void or annulled it would continue to be effective absent its specific disallowance. On the other hand, if a replacement document is disallowed, the original document is also disallowed because the replacement voided the original document.

The third reason is based on the Bankruptcy Rule 3007, as amended effective December 1, 2007. Amended Rule 3007 permits under certain circumstances omnibus objections that join in a single filing objections to more than one claim at a time. One of the circumstances in which an omnibus objection is permitted under amended Rule 3007(d) is when the claims objected to “have been amended by subsequently filed proofs of claim.” Fed. R. Bankr. P. 3007 (d)(3). The implication of this rule amendment is that original claims need to be objected to when there is a subsequent amendment and that the original claim filing thus retains some vitality after amendment unless separately objected to.

Together these reasons, although far from overwhelming, show the court that the disallowance of an amended claim does not automatically effect the disallowance of the original claim. And in this case, the order disallowing Claim Two explicitly refers only to the “Amended Claim” and not to the original claim. There is thus also no basis in the terms of that order for the court to find that it also disallowed Claim One in addition to disallowing Claim Two. HSBC’s argument that Claim One subsists is correct.

The question is where this leaves Debtor’s pending objection to Claim Three and, more specifically, the issue of whether HSBC has an allowed unsecured claim of any amount that entitles it to distribution from the plan. Even if Debtor’s existing objection is sustained on the basis that Claim Three cannot amend Claim Two because there is no Claim Two to amend, the subsistence of Claim One means that the ultimate issue also subsists. Apart from Debtor’s argument that Claim Three should be disallowed because it cannot amend Claim Two as it purports on its face to do, all of the other arguments raised in opposition to Claim Three are equally applicable to Claim One, with the obvious caveat that no party asserts now that HSBC is entitled to an unsecured claim of \$22,088.61. Given the nature of the amendment attempted by Claim Three, which just effects a reduction in the amount claimed in Claim One as a result of having liquidated its deficiency, it does not matter whether Claim Three is a permissible amendment to Claim One, *see In re Spurling*, 391 B.R. 783 (a secured creditor may amend a proof of claim after the bar date to assert an unsecured deficiency as relating back to the original claim), or whether Claim One is otherwise subject to separate objection.³ The ultimate issue is the same: the Bankruptcy Code directs the court after an objection to a claim is made to “determine the amount of such claim in lawful currency of the United States.” 11 U.S.C. § 502(b). Given HSBC’s argument in contradiction of the face of its filed Claim Two, the court does not find it necessary or efficient to grant Debtor’s existing objection and then await the filing of a new objection to Claim One. Rather, the court believes that the pending objection is properly treated under the circumstances as an objection to Claim One, similar to HSBC’s argument notwithstanding the face of Claim Three that it should be treated as an amendment to Claim One.

³This could, however, be a meaningful procedural distinction if other types of amendments were attempted, for example if Claim Three attempted to increase the amount claimed or to change the classification of the claim.

The problem is that beyond the docket- based procedural issues addressed above, the court lacks an evidentiary record to determine HSBC's right to assert a deficiency and the proper amount of the claim. Debtor also asserts that HSBC should be prohibited from claiming any deficiency by its own conduct, including its failure to turn over the vehicle after a demand by Debtor upon amendment of the plan and the apparent delay in sale of the vehicle under Article 9 of the Uniform Commercial Code after its refusal to turn it over, a delay that may have impacted the value of the vehicle and thus the amount of the claimed deficiency. These allegations question HSBC's good faith, *see* Ohio Rev. Code § 1301.09, and the commercial reasonableness of the sale, Ohio Rev. Code § 1309.610(B), cmt. n. 3("If there is no good reason for not making a prompt disposition, the secured party may be determined not to have acted in a 'commercially reasonable' manner."). Statements of counsel do not constitute evidence. There is no evidence in the record of communications as to demand for turnover the vehicle and the facts and circumstances of possession and sale of the vehicle by HSBC in compliance with the Uniform Commercial Code.

Based on the foregoing reasons and authorities, the court will treat the objection as directed at both Claim One and Claim Three and set it for final evidentiary hearing on the remaining issues raised by the objection in order to determine HSBC's entitlement, if any, to a deficiency and the amount if it so entitled.

IT IS THEREFORE ORDERED that a final evidentiary hearing on Debtor's objection to HSBC Auto Finance's claim will be held on **October 30, 2008, at 10:30 o'clock a.m.** in Courtroom No. 2, United States Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio 43604.